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Attorneys for Plaintiff
LUANNE S. JORDAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

LUANNE S. JORDAN,

Plaintiff,

v.

CAPEL, INCORPORATED, and Does 1
through 60, inclusive,

Defendants.

CASE NO. C054939 SI

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

COMPLAINT FILED: October 31, 2005

The parties, through their respective counsel, stipulate that:

1. October 31, 2005, plaintiff Luanne S. Jordan ("Jordan" or "plaintiff")
filed a civil action in the Superior Court, City and County of San Francisco, against
defendant Capel, Inc. ("Capel" or "defendant"). Defendant removed the action to this
Court pursuant to 28 U.S.C. § 1441(b).

1 2. Plaintiff alleges, inter alia, breach of contract, fraud, unfair business
2 practices, violations of the California Labor Code, and bad faith. Defendant denies all
3 such allegations.

4 3. Given Plaintiff's allegations, defendant's initial disclosures may
5 concern commissions paid by defendant to individual employees and representatives
6 (current and former), information concerning defendant's sales and marketing strategies
7 (specifically, how it spent money to market to the hospitality industry), and detailed
8 information concerning defendant's sales to individual customers. This information is
9 referred to as "Confidential Information" in the remainder of this Stipulation. The parties
10 agree that Confidential Information does not include information that is publicly available,
11 generally known within the rug industry, or that which was known to plaintiff prior to her
12 association with defendant.

13 4. Plaintiff and defendant (hereafter "the parties") stipulate that
14 Confidential Information, presented in defendant's initial disclosures will be used only for
15 purposes related to this action, and will not be publicly disseminated or discussed
16 outside of the captioned lawsuit.

17 5. This Stipulation shall only apply to Confidential Information in
18 documents included in defendant's initial disclosures under and pursuant to F.R.Civ.Pro.
19 26(a)(1). Confidential Information covered by this Stipulation is not to be made public in
20 any way or provided to, shown to, quoted from, or cited to any third party except (a) any
21 prospective witness or deponent (or their counsel) connected to this case or, (b) any
22 professional consultant retained by a party in this case or, (c) in any alternative dispute
23 resolution procedure or proceeding or in any court proceeding. If any such witness,
24 deponent, or consultant is provided with material or information covered by this
25 Stipulation, he or she will be advised in writing by the party providing access to the
26 material or information of the prohibition against disclosure of that information and will be
27 required to acknowledge in writing that he or she has been informed of and accepts the
28 obligation not to disclose Confidential Information prior to receiving such information.

1 6. Any document from defendant's initial disclosures used by a party in
2 this action which contains Confidential Information shall be marked "Confidential" or
3 orally designated as such during a deposition. If any party disagrees with the
4 designation, the parties shall meet and confer over the issue; however, the
5 confidentiality of the document or information shall be observed until the matter has
6 been resolved in a meet and confer process or by the Court. If a document or
7 information is produced or provided on a non-confidential basis, the other party may
8 notify the producing party of its view that the document or information is confidential.
9 Such confidentiality shall similarly be maintained until the issue is resolved through the
10 meet and confer process or by the Court. In either instance, the party seeking
11 confidentiality must request the Court's ruling through the usual processes, and must
12 initiate those processes within fifteen (15) days after the meet and confer procedure
13 results in an impasse between the parties.

14 7. Nothing in this Stipulation limits the rights of the parties to obtain
15 otherwise discoverable information. Similarly, nothing in this Stipulation shall be
16 construed as requiring any party to produce information which it considers privileged or
17 otherwise not subject to discovery. By entering into this Stipulation, no party waives any
18 objections it would otherwise have to any discovery request propounded in this action.
19 Nor will disclosure, pursuant to this Stipulation, of materials protected by the right of
20 privacy be deemed a waiver of the third party's claim to right of privacy.

21 8. Within fifteen (15) days following final disposition of this action,
22 plaintiff and her attorneys shall return to counsel for defendant all Confidential
23 Information (including all copies) produced in this litigation. Any documents prepared by
24 plaintiff or on her behalf derived from Confidential Information shall be maintained in
25 confidence by plaintiff and her counsel, and shall not be distributed or used for any
26 purpose by plaintiff and her counsel thereafter.

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1 9. This Stipulation is subject to change only through written agreement
2 of the parties or pursuant to a motion for modification.

3 DATED: March __, 2006

KAUFF McCLAIN & MCGUIRE LLP

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5 By: 

JEFFREY D. POLSKY

MATTHEW P. VANDALL

6
7 Attorneys for Defendants
CAPEL, INC.

8
9 DATED: March 29, 2006

LAW OFFICES OF WILLIAM H. PAYNTER

10
11 By: 

WILLIAM H. PAYNTER

12
13 Attorneys for Plaintiff
LUANNE S. JORDAN

14 IT IS SO ORDERED.

15 DATED: _____



SUSAN ILLSTON

Judge, U.S. District Court

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